

## Rules and Regulations

### Exhibitor/Vendor

The City of Cathedral City presents the annual Cathedral City LGBT Days (hereinafter referred to as “Event”) for the public as an educational and entertainment event. It reserves all rights as producers, including the right to reject any application submitted to us at our sole discretion, without explanation.



Exhibitor / Vendor (hereinafter referred to as “Applicant”) understands that Greater Palm Springs Pride, Inc., and deHarte Group, LLC (hereinafter referred to as “PRODUCER”) has legal possession and control of the Event venue located in downtown Cathedral City at 68-700 Avenida Lalo Guerrero, on March 31 and April 1, 2018 pursuant to agreements with the City of Cathedral City. The perimeter of the event consists of E Palm Canyon Dr to the south, Pickfair St to the east and Cathedral Canyon Dr to the west.

Applicant further understands that the use granted by PRODUCER hereunder is a License to Occupy only, and is not coupled with an interest in the property; that PRODUCER retains the right to terminate this License to Occupy at any time during the term of Applicants use if, in PRODUCER’s sole determination: 1) Applicant creates a nuisance for PRODUCER, its other licensees, or its guests; 2) Applicant is found to have changed and/or added to the use described in this application; 3) Applicant is found to have falsified any of the statements contained in this application; 4) Applicant’s use of premises in any other way interferes with the orderly and successful conduct of the Event space or violates any government laws or ordinances.

In our continuous effort to make our event all-inclusive we encourage organizations and non-profit groups to contact our office if participation in our event is a hardship.

### **By reserving a booth Applicant agrees to comply with the following provisions:**

All business or other activity for which an Applicant has rented space must be conducted in Applicant’s designated area only. Expanding into aisles in any way is strictly prohibited by the fire marshal. This prohibition also applies to distribution or solicitation of any kind outside your booth and in the aisles. You must operate within your booth confines.

There will be a limited number of “same kind” Applicants. Applicants must submit a list of primary and alternate selling items of a diverse category. In the event of an excessive number of “same-kind” item or services, PRODUCER reserves the right to refuse an applicant or limit items offered. This policy is to ensure successful exhibition and/or sales by all Applicant’s and limit duplication.

Third party participation is strictly prohibited. Only one entity per booth is permitted, without express written permission by PRODUCER. Sorry you cannot share space!

**Animals/pets are permitted within the Event area.**

Applicant's selling for profit must pay for a "Special Event Business Permit" to operate in Cathedral City. This license fee must be added to your application. PRODUCER secures the license on behalf of all Applicants. Do not contact the city directly.

Non-profit Applicants that possess an IRS/State of California letter of determination under Section 501(c) of the Internal Revenue Code may be required to submit a copy of the organization's IRS Letter of Determination.

It is Applicant's responsibility to deal with and pay appropriate State of California taxes and fees. PRODUCER is required to submit a list of all participating Applicants to the State Board of Equalization, including their actual sales tax number.

SPACE ALLOCATION USE: Exhibitor and its agents shall confine presentation to the specified location and space size as set forth in its application and space permit. It shall not construct or place any material of any kind that extends beyond the confines of the allocated space. Exhibitor understands that this application is FOR SPACE ONLY unless requested. Exhibitor will provide everything else such as booth structure, chairs, tables, etc. Amplified sound equipment, including but not limited to stereos, loudspeakers, and bullhorns, of any kind are NOT permitted. Additionally, Exhibitor shall not bring ATMs on site but may use hand-held credit card machines that function on cell phone technology.

Merchants' windows may not be obscured at any time by Applicants' boards, banners or other large displays or equipment. Applicants are not allowed to prop up or hang any merchandise on any wall, building or trees along the street.

No alcoholic beverages are to be consumed or sold within a booth.

PRODUCER shall provide maximum visibility and access to merchant businesses that remain open during EVENT hours. Therefore, a vendor's booth height will be a major consideration in booth space allocation. Proposed increases in a vendor's booth height may require booth relocation. Contact PRODUCER if your booth will exceed a standard 10' x 10' pop up tent with overall height maximum of 8'.

Please insure that booth signage MUST be confined to and attached to the booth only. Signage may not extend beyond the booth in any direction over two (2) feet.

No free standing signs placed more than two (2) feet from your booth.

Unless you purchased a 10' x 16' food vendor space, the dimensions of the space allocated to each Applicant are ten (10) feet wide by ten (10) feet deep measured out from the curb.

Applicant shall not move into the middle of the street with their booths, which is in violation of health and safety regulations.

All food trailers shall fit within the existing EVENT booth dimensions of sixteen (16) feet wide and twelve (12) feet from the curb. One (1) additional booth space may be purchased to accommodate a trailer creating a space that is thirty-two (32) feet wide and twelve (12) feet from the curb. Trailers should be clean and must present an attractive, professional image consistent with the goals and purpose of EVENT.

Applicant must stay within their assigned spaces and out of fire lanes at all times. It is the Applicant's responsibility to be aware of the fire lanes, as specified by the PRODUCER Coordinator.

All cardboard must be flattened and brought to trash collection locations. No trash shall remain after an Applicant has left the venue. In the case that there is refuse left behind, PRODUCER will document the refuse (by way of digital camera) and a cleaning fee of \$50 shall be charged to the Applicant.

Rentals (canopy, tables, chairs) are the responsibility of the Applicant. Applicant agrees to return rental items in good condition at the conclusion of the event. Applicant shall be liable for all damages to or loss of the rental items and liability incurred prior to rental items return to PRODUCER.

No person shall deface or otherwise abuse the downtown buildings, plants or landscape.

Power cords must be completely taped down to limit the liability for the vendor and conform to City safety requirements. Power must be supplied from public light poles rather than private connections. These power poles have a maximum limit of two (2) amps per vendor. Should a vendor's connection cause consistent power outages, the vendor shall be required to redesign his/her power needs to be self-sustaining and utilize the power poles for lighting ONLY. No halogen lights are allowed; ONLY incandescent and fluorescent lights are allowed.

If required, extra electric must be purchased before the event. Going over the provided or ordered electric is cause for forfeiture of deposit. All cooking and/or electrical appliances must conform to the UNIFORM FIRE CODE of the Cathedral City Fire Department.

I/We also understand two amps (240 watts) per vendor electrical service is only provided if included on the space order form. See exhibitor e-packet for hours electrical service will be running. If continuous electrical service is required, it must be ordered and paid for by February 28. No overnight service is provided.

If you require power, you will need to purchase power with your booth/space. No power is provided unless ordered. Any additional electrical service requires approval and placement near generators.

All Applicants are required to be open by posted event hours daily and remain open with their booths staffed until closing of the Event. Any Applicant that fails to comply with this provision shall forfeit its security deposit and could be subject to expulsion and forfeiture of fees paid.

Sound / sound systems are not permitted to be audible more than 20 feet from your booth.

Volunteers / staff for booth are the Applicant's responsibility. Please provide your staff / volunteers with a weekend telephone number in case they need to locate you or if they have problems.

Applicant must be aware that possibly offensive material or products CAN NOT BE DISPLAYED. The City of Cathedral City does not allow display of photographs, drawings, or sculptures or products exhibiting frontal nudity or genitalia.

Nudity & obscenity will not be permitted as defined by California State Code, title 17.04.480. It is against the law to appear nude in public or to be exposed in a manner determined to be lewd, lascivious, and/or obscene. Violators of these laws will be barred from participating in the Festival and could be subject to citation or arrest from the Cathedral City Police Department.

No weapons of any kind can be sold at this event, which include but not limited to knives, swords, guns, etc.

ALL APPLICANTS MUST HAVE LIABILITY INSURANCE in the amount of \$1,000,000.00 naming PRODUCER (Greater Palm Springs Pride, Inc., and deHarte Group, LLC) as co-insured and are required to provide proof of such insurance. A copy of your current/active certificate of Insurance must be submitted to Cathedral City LGBT Days no later than February 28 of the applicable year.

PRODUCER provides only limited overnight security and assumes no liability for property or equipment left on Event grounds. For two-day events, Applicants may leave items in their space overnight but PRODUCER accepts no responsibility for the security of said items. Additionally, we suggest you cover all materials overnight & drape a tarp on the front of your booth.

Non-Food APPLICANTS may NOT give away or sell any food product. No beverages including sodas and bottled water may be sold or given away from any vendor booth without the express written consent from PRODUCER. Violation of this rule as with any rule will result in immediate closure without refund or recourse.

Booth fees are NON-REFUNDABLE unless PRODUCER receives cancellation IN WRITING no later than February 28, of the applicable year. No booth fees will be refunded after this date. There is a \$75 cancellation fee for cancellation prior to February 28.

Payments received by PRODUCER are applied first to any outstanding fees due, unpaid applications, NSF / bank fees, then to other charges on your account.

A fee of \$30 will be charged for all NSF or stop payment checks.

PRODUCER is planning what we hope will be a fabulous Event. We hope it will prove to be a fun and profitable experience for you, however, we cannot and do not guarantee your sales or profits. PRODUCER does not promise Applicant a specific or estimated number of attendees at the event.

### **Street Closure; Parking**

When loading in, Applicants must park as close to your space as possible to allow an unobstructed flow for other vehicles in the traffic lanes. Vendor vehicles must be unloaded and parked outside of the event perimeter by 8:30am daily. Applicants must be cleared off the street NO LATER THAN 6:00 PM on March 31. A vendor shall be fined Fifty Dollars (\$50) if his/her setup is not complete at the start of the event or he/she closes down before the end of the event. A vendor shall receive one (1) Vendor Access Pass for his/her vehicle. The Vendor Pass must be displayed in the vehicle's front windshield to gain entry to the EVENT for load in and load out.

Applicants shall only be allowed to enter the event from the intersections of Ave Lalo Guerrero and Cathedral Canyon Dr. Vendor vehicles must head EAST ONLY on Ave Lalo Guerrero at all times when entering and leaving the event. You may exit going south on Ave Lalo Guerrero to W Buddy Rogers Ave. Citations shall be issued to violators of these rules.

Applicants and their employees shall park outside of the event perimeter.

No vendor shall bring his/her vehicle onto the street from the time the event has started until the time it ends.

Applicants must not, at any time, move any traffic control devices, such as barricades, signs or delineators. Citations shall be issued to violators of these rules.

### **Health, Fire and Police Regulations**

Cooperation with the local health, fire and police department is essential. Applicants must be aware of and comply with code requirements. Only pedestrian traffic will be permitted in the fire lanes. Specific questions regarding the interpretation of codes should be directed to the appropriate agency.

The PRODUCER must first approve any furniture or equipment to be used within the assigned booth space. Any drapes, curtains, drops, or decorative materials must be treated with a flame retardant in accordance with Cathedral City Fire Department regulations. Any vendor selling combustible products or doing open-air cooking must provide a working fire extinguisher (2A 10 BC type).

All use of propane in conjunction with cooking or heating must be pre-approved by the Cathedral City Fire Department before a permit can be issued.

PRODUCER presents the annual LGBT Days for the public as an educational and entertainment event and reserves all rights as producers. Any reproduction, broadcast, or commercial use of any portion of the event, in any form without explicit written consent of PRODUCER is strictly prohibited. PRODUCER may, at its discretion, film, photocopy or tape any and all portions of the Event for commercial use. By attending, participating and or by submitting this application you grant permission to utilize your image, likeness, actions and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any medium or context without further authorization or compensation.

Applicant agrees to indemnify, defend, and hold harmless Greater Palm Springs Pride, Inc., deHarte Group, LLC, Cathedral City, County of Riverside, State of California, any and all sponsors of Cathedral City LGBT Days and their officers, directors, employees, attorneys, agents, representatives, servants, volunteers, and assigns, and each of them, from any and all actions, causes of action, claims, damages, losses (including lost, damaged, or stolen Applicant property), liabilities, obligations, judgments, liens, indebtedness, costs, attorney fees, injuries or others, claims, which form the basis of pending litigation and demands of whatever kind or character which may result and/or arise from my operation of said Applicant, vendor, or food booth.

The Event is a rain or shine event. The Applicant agrees that in the event of acts of God, storms, floods, high winds that neither PRODUCER nor any of its employees or agents shall not be responsible for loss, damage, third party damages, claims or loss to property, persons or vessels.

The Event will not be canceled less than 30 days prior to the scheduled date, except for extreme weather, natural disasters, or other reasons beyond PRODUCER's control. In the event that cancellation of the event is caused by an "act of God" e.g., earthquake, storm, flood, or fire or even acts of terrorism or riots, embargo, sabotage, flood, accident, fire, explosion, or due to compliance with an order of a court, an arbitrator, or government agency, Applicant shall not be entitled to a refund of sums paid to PRODUCER. PRODUCER will not be held liable to Applicant for any other damages.

PRODUCER reserves the right to refuse any Exhibitor's participation in the EVENT at any time and for any reason. Acceptance of payment does not constitute acceptance of the Exhibitor's application. Rejected Exhibitors will receive a full refund no sooner than March 15. PRODUCER may eject an Exhibitor from the EVENT with no reentry, and such Exhibitors will not receive a refund.

PRODUCER shall have no liability whatsoever for damage, of any nature, to any person, matter, or thing resulting from storm wind or water, or other acts of God, or imminent threat thereof, nor from fire, strikes, lockouts or a third party.

Vendor shall be an independent contractor. The relationship between Vendor and PRODUCER does not create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including, but not limited to, taxes or employee benefits. Vendor will be solely responsible for payment of any and all wages, taxes, and insurance. This relationship shall not constitute a partnership between or joint venture by the parties or make either party the agent of the other. Neither party shall hold itself out otherwise nor shall either party become liable by any representation, act or omission of the other contrary to these provisions.

Applicant is responsible for workers compensation coverage for their staff.

This Agreement shall be construed and interpreted pursuant to the laws of the State of California applicable to agreements entered into and fully performed in California. If any provision is deemed to be unenforceable as written it shall be modified so as to make it in its general interest, enforceable and as so modified shall form part of this Agreement. This Agreement and the schedules, exhibits and attachments constitute the entire agreement between the parties on this subject matter.

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall either party or its affiliates or its suppliers or resellers be liable to the other party for any indirect, special, incidental, or consequential damages of any character including, without limitation, personal injury, damages for loss of profits, goodwill, work stoppage, or any and all other commercial damages or losses, even if a party has been advised of the possibility of such damages.

**THE FOLLOWING ITEMS PERTAIN TO FOOD VENDORS ONLY:**

All food concession vendors must be prepared to keep all food stored inside their allotted tent space and off the ground. All cooking or electrical appliances must conform to the UNIFORM FIRE CODE of the Cathedral City Fire Department.

Hand-washing facilities approved by the Riverside County Department of Environmental Health must be provided within the temporary food facilities.

Food service equipment shall be equipped with tight fitting closures to prevent the entrance of insects. These screens must be three-sided.

Facilities for sanitary disposal of all liquid waste are required and subject to the approval of the Riverside County Department of Environmental Health.

All condiments are to be individually wrapped or dispensed from sanitary pour, pump or squeeze type devices.

Vendor and its agents shall not sell or give away or otherwise distribute any product, food, drink or other item that is not specified in the Applicant's application. Violation of this rule will

result in immediate closure without refund or recourse. A complete menu with prices of items you intend to serve must be provided with application.

All concessions dealing with food items are required to obtain a County of Riverside Health Department permit. The fee for this is included in the booth fee and PRODUCER will procure this permit for you. Also required is a Special Event Selling Permit from the Cathedral City. This permit fee and its administration is included in your booth fee. There is no need for you to contact the County of Riverside or Cathedral City. PRODUCER will furnish both of these requirements for you.

Due to Health Department regulations, all food must be prepared on the Event site, unless the food concession vendor has a special food-catering license with the County of Riverside Health Department. Food may be prepared off the Event site only in controlled environments, under the guidance of the Health Department.

Food concession vendors using heat to cook with, and/or open flames, must cook in the open air, and not under a tent. The Cathedral City fire marshal requires there to be open space adjacent to the rented 10-foot concession tent for cooking. All prep and sales must be conducted from inside the approved 10×10 tent.

Vendor and its agents shall confine its booth to the specified location and space size as set forth in its application and booth space permit. It shall not construct or place any material of any kind that extends beyond the confines of the allocated space.

Containers of butane or fuel must be affixed to a post or other secure item, but may not attach to site decorations or sets.

All food vendors using heat and/or open flames must: a) provide fireproof containers for discarding ashes; b) provide one visibly mounted fire extinguisher rated A or B.

Food concession vendors must control drainage and/or condensation.

Food waste must be disposed of in the Applicant's trash receptacles and then dumped into the large dumpsters provided. Vendor shall provide two (2) forty (40) gallon receptacles for public refuse and one (1) employee to empty trash into the dumpsters during the Event. The area around the food booth MUST be kept clean at all times! Food vendors may not utilize the standard Event trash containers. All trash or debris from your booth and surrounding area is to be removed before leaving the EVENT.

Running water is NOT provided. Food concession vendors must provide appropriate cleaning materials.

Please insure that booth signage MUST be confined to and attached to the booth only. Signage may not extend beyond the booth in any direction over two (2) feet.



**Cathedral City LGBT Days**

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